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AMENDMENT AND EXTENSION OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

§

WHEREAS, RUTH A. HOUGH, whose address is 2151 Green Oaks Rd Apt 3110 (hereinafter "Lessor", whether one or more), executed that certain Oil, Gas and Mineral Lease dated March 29, 2006, unto Dale Property Services, L.L.C., of 2100 Ross Avenue, Suite 1870, Dallas, TX 75201, recorded as County Clerk's Instrument Number D206118328 of the Official Public Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease"); and,

WHEREAS, Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, whose address is P. O. Box 18496, Oklahoma City, Oklahoma 73154, and Total E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002, which acquired an undivided 25% of Chesapeake's working interest in the aforementioned Lease (hereinafter "Lessee", whether one or more), are successors in interest to Dale Property Services, L.L.C.; and

WHEREAS, Chesapeake Exploration, L.L.C., extended the term of the Lease as evidenced by that certain Notice of Lease Extension Notice of Option to Extend dated April 8, 2009, recorded as County Clerk's Instrument Number D209094867 of the Official Public Records of Tarrant County, Texas; and

WHEREAS, Lessor and Lessee now desire to amend the Lease and extend the primary term of the Lease by an additional six (6) months as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend the Lease to read as follows:

"The primary term shall extend to September 29, 2011, and for as long thereafter as oil, gas or other minerals covered hereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions hereof."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein. The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 29th day of March, 2006, regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor herein.

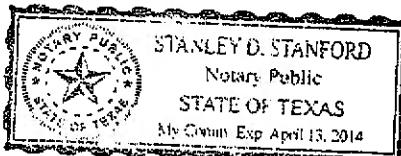
LESSOR:

Ruth A. Hough
Ruth A. Hough
Ruth A. Hough

ACKNOWLEDGEMENT

THE STATE OF Texas
COUNTY OF Tarrant

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This instrument was acknowledged before me this 22 of March, 2011
by Ruth A. Hough.

Stanley D. Stanford
Notary Public in and for the State of:
Commission expires: